

## Royal Mail PAF® Data Terms

Definitions: For purposes of these Royal Mail Terms, the following definitions will have the following meanings:

**“Bureau Service”** means use of the PAF® Data, including, but not limited to, for purposes of Data Cleaning of a third party’s database or other processing services on behalf of a third party;

**“Data Cleansing”** means the processing of existing data records using PAF® Data:

- (a) including validating, reformatting, correcting or appending additional data to those records, and
  - (b) including the use of PAF® Data within address capture applications, but
  - (c) not including Data Extraction (whether carried out by an address capture application or otherwise),
- and **Cleansed** shall be read accordingly;

**“Data Extraction”** means the extraction of PAF® Data or any part of it for the generation of new address records in a new or existing database;

**“End User”** means the Licensee set out in the Pitney Bowes license agreement;

**“Extracted Data”** means data generated as a result of Data Extraction;

**“PAF® Data”** means Royal Mail’s database known as PAF®, and including the database known as the "Alias File";

**“Solution”** means the Pitney Bowes product or service or other solution which benefits from or includes PAF® Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data;

**“Substantially All Database”** means a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland; and

**“User”** means an individual authorised by an End User to use a Solution.

### 1. End Users' permitted use of Solutions

End Users may *freely* use PAF® Data in Solutions in accordance with these End User Terms and the Pitney Bowes license agreement.

### 2. Conditions of use

- (a) End Users must not remove any notice relating to Royal Mail’s intellectual property rights in PAF® Data. You acknowledge Royal Mail is the owner of the PAF® Data.
- (b) End Users may use PAF® Data for Data Extraction but Extracted Data:
  - (i) may only be accessed by Users, and
  - (ii) must not be supplied or any access to it provided to any third party.
- (c) End Users may provide Cleansed data to third parties provided that:
  - (i) where that supply is a Bureau Service, the End User and the customers of the End User acting as a Bureau Service comply with the restrictions in Exhibit 1 hereto, and
  - (ii) if such databases are Substantially All Databases:
    - (A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,

- (B) the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
  - (C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.
- (d) End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.
- (e) Except as set out in these End User Terms or the Pitney Bowes license agreement, End Users must not:
- (i) transfer, assign, sell or license Solutions or their use to any other person,
  - (ii) use Solutions to create a product or service distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or copy, reproduce, extract, reuse or publish Solutions or any of them.
  - (iii) advertise or promote Solutions as endorsed or approved by Royal Mail.

### **3. Royal Mail's IPR notice**

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

### **4. Cessation of use of PAF® Data**

End Users must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.

### **5. PAF® use by Users**

End Users must ensure that:

- (a) these End User Terms bind their Users,
- (b) only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and in the event of termination or expiry of End Users' rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.

## **EXHIBIT 1**

### **Bureau Services**

1. End Users performing Bureau Services further are subject to the terms and restrictions set out below and must ensure that they are observed by customers of the Bureau Service End User.
2. End Users must not supply or provide access to a Cleansed customer database to any person other than the relevant customer of the Bureau Service End User.
3. End Users may only supply or provide access to Cleansed customer databases to customers of the Bureau Service End User subject to the restriction on use of Cleansed data set out in paragraph 2(c)(ii) of the End User Terms and any terms set out in the Pitney Bowes license agreement.
4. The End User and a customer of the Bureau Service End User may use the following statement on its publicity and marketing material: "[Name] processes databases against Royal Mail's PAF® databases" provided that such use is reasonable.
5. The names of customers of the Bureau Service End User must be provided to Royal Mail on its request.